

Federal ID: 236005185
Federal Award Number: S425C200013
Federal Award Date: 5/18/2020
Federal Award Agency: US Department of Education
CFDA Number and Title: 84.425C Governor's Emergency Education Relief Fund (GEER Fund)
Vendor Number: 0000139241

Project #: FA-252-20-0302
Agency: Northern York County SD
AUN: 115674603
Original Application

SPECIAL EDUCATION COVID-19 IMPACT MITIGATION GRANT AGREEMENT

This Special Education COVID-19 Impact Mitigation Grant Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), through its Pennsylvania Department of Education ("Department"), and Northern York County SD located at, 650 S Baltimore St, Dillsburg, PA 17019 ("Grantee").

The Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and has been awarded funds by the U.S. Department of Education for the specific grant program covered by this Agreement, which is The Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, Governor's Emergency Education Relief Fund.

The parties, intending to be legally bound, agree as follows:

1. Pursuant to this Agreement, Grantee will receive funds in the amount of \$21,961.00 to defray program costs incurred from March 13, 2020 to September 30, 2021.
2. The Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on September 30, 2021, unless terminated earlier in accordance with the terms hereof.
3. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in Appendix B.
4. This Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Agreement:

Appendix A – Special Program Terms

Appendix B – Grantee's Program Narrative and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

5. Grantee acknowledges having reviewed a copy of the Department's Master Standard Terms and Conditions, which are available at www.education.pa.gov/mstc and are incorporated by reference into and made a part of this Agreement as if fully set forth herein.

The parties, intending to be bound, subscribe their signatures to this Agreement below.

FOR THE GRANTEE

Signature: _____ Date: 10/12/2020
Title: Matthew LaBuda - Assistant to the Superintendent
Signature: _____ Date: _____
Title: _____

FOR THE COMMONWEALTH

For the Secretary of Education: Carole Clancy - Electronic Signature Date: 11/13/2020
 Title: Bureau Director

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel: Patrick Lord - Electronic Signature Date: 11/25/2020
 Department of Education
 Office of General Counsel: _____ Date: _____
 Office of Attorney General: _____ Date: _____

Form Approval No. 6-FA-36.0

Comptroller: Donna Kohr - Electronic Signature Date: 12/23/2020

Vendor Name: Northern York County SD
Address: 650 S Baltimore St, Dillsburg, PA 17019
Fed ID #: 236005185
Vendor #: 0000139241

Total amount of Federal funds obligated to grant recipient: \$ _____
 If this is for research and development, please check here: _____

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
Special Education COVID-19 Impact Mitigation Grant	Federal	FA-252-20-0302	84.425C	\$21,961.00	\$21,961.00

Grantee agrees to comply with the following terms and conditions:

1. The development and execution of the program outlined in this Agreement and subsequent reimbursement for such program by the Department will be in accordance with this Agreement's provisions as finally approved by the Department and shall comply with all applicable provisions of federal, state and local laws, the official regulations pertaining thereto, program guidelines and instructions issued by the Pennsylvania Department of Education.
2. Grantee will coordinate and provide equitable services to nonpublic schools as specified in the CARES Act.
3. Grantee will comply with all reporting requirements in relation to program and fiscal components of the CARES Act program as defined by the Department and/or federal governing agencies.
4. Grantee will maintain documentation of expenditures, procurement and activities carried out through this grant for a period of the current year plus six years in accordance with Department guidelines. Grantee will provide records to Department, monitors or federal awarding agency upon request.
5. Grantee will comply with all reporting requirements in relation to any waiver authorized under the CARES Act and applied for and approved through the grantee agency. The Department will provide reporting requirements and due dates when available from the federal awarding agency.
6. Payment to Grantee under this Agreement is contingent upon appropriation and availability of funds to the Commonwealth.

General Federal Requirements:

1. Grantee shall use such fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, federal funds paid to the applicant under each such program.
2. Grantee shall comply with the Uniform Grant Guidance – Subpart D (Post Federal Award Requirements) Standards for Financial and Programs, 2 CFR §200.300-§200.345, as applicable.
3. Grantee shall comply with the Uniform Grants Guidance -- Subpart D (Post Federal Award Requirements) methods of procurement to be followed, 2 CFR §200.320.
4. Grantee shall ensure that all written policies and procedures required by the Uniform Grants Guidance for the administration of federal grant dollars are created, approved, implemented and are available for review by monitors.
5. Grantee shall comply with the Uniform Grants Guidance – Subpart E (Cost Principles) 2 CFR §200.400-§200.417 and 2 CFR §200.420-§200.475, as applicable.
6. Grantee shall comply with the Uniform Grants Guidance – Subpart F – Audit Requirements, specifically sections 2 CFR §200.500-§200.512, as applicable.

Other Federal Requirements:

1. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state:
 - a. the percentage of the total costs of the program or project that will be financed with federal money;
 - b. the dollar amount of federal funds for the project or program; and
 - c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
2. Grantee shall ensure that its personnel, whose salaries and/or benefits are federally funded are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official business, or from using government supplied electronic equipment to text message or email when driving.
3. Grantee acknowledges that this Agreement may be revised pursuant to ongoing guidance from the relevant federal or Commonwealth agency regarding requirements for the funds subject to this Agreement. Grantee agrees to abide by any such revisions upon written notification from Commonwealth of the revisions, which will automatically

Project #: FA-252-20-0302
Agency: Northern York County SD
AUN: 115674603
Appendix A

become a material part of this Agreement, without the necessity of either party executing any further instrument.

Section: Narratives - Program Description

PROGRAM DESCRIPTION

INTRODUCTION

On March 13, 2020, Governor Tom Wolf ordered the closure of all K-12 Pennsylvania schools for ten business days to protect the health and safety of students and school communities during the COVID-19 pandemic. This period of closure was later extended indefinitely, and, on April 9, 2020, Secretary of Education Pedro Rivera ordered all school entities closed through the end of the 2019-20 school year. Signed into law by Governor Tom Wolf on March 27, Act 13 of 2020 required school entities, including school districts and charter schools, to make a good faith effort to plan to offer continuity of education during the period of closure.

Local education agencies (LEAs) made significant efforts during this extended school closure to provide continuity of education, including the provision of a free appropriate public education (FAPE) to the greatest extent possible. The Pennsylvania Department of Education (PDE) recognizes, however, LEAs may have had difficulty delivering FAPE and students with disabilities, in particular, students with complex needs, may have lost skills and/or behaviors and/or failed to make progress. While LEAs transition to implementing reopening plans for the 2020-2021 school year, they continue to face challenges with delivering FAPE and providing services to students with complex needs. As a result, LEAs will need to evaluate the impact of the extended school closure on students with disabilities when schools return to routine in-person instruction and develop enhanced approaches to provide services to students with complex needs during the COVID-19 Pandemic. According to the U.S. Department of Education's (USDE) March 12, 2020 guidance, LEAs, in consultation with individualized education program (IEP) teams or appropriate personnel under Section 504, must make an individualized determination whether, and to what extent, compensatory services may be needed as a result of the extended school closure.

The Pennsylvania Department of Education (PDE), Bureau of Special Education is requesting applications from Local Education Agencies (LEAs) in need of financial supports to offset costs associated with the development and implementation of enhanced synchronous instruction and/or a systemic plan to address the need to remedy students' skill and/or behavior loss and/or lack of progress that resulted from the LEA's difficulty delivering a Free Appropriate Public Education (FAPE) during COVID-19 Pandemic.

The purpose of the Special Education COVID-19 Impact Mitigation Grant (SECIM) is to provide fiscal supports to LEAs in order to:

1. Provide enhanced synchronous instruction via advancements to infrastructure and/or resources to bolster remote services and supports for students with complex needs and/or
2. Provide services and supports to students with disabilities that evidenced a loss in skills and/or behavior and/or lack of progress due to the mandatory school closures following a skill recoupment period and delivered beyond the school day.(i.e., before school, after school, Saturdays, school breaks, summer 2021)

Local Education Agencies, including school districts, charter schools and cyber charter schools are eligible to apply. These entities are responsible for delivering FAPE.

Funds would be allocated based on a formula using the following factors:

- Aid Ratio of the Entity
- Students with Complex Needs Factor
- Equitable Services Factor

LEAs/Charters may plan individually or may work in consortiums to maximize the efforts, but funds will go directly to the LEA.

GRANT PRIORITIES

1. What is the LEA/Charter's plan to identify students who will benefit from this grant: Students need to be identified as youth with disabilities who:

- have difficult accessing FAPE in a remote environment
- evidenced lost skills and/or behaviors and/or failed to make progress after the LEA's established recoupment period
- have aged out during the 2019-2020 school year and is in need of CCS services
- experienced a delay in an initial evaluation due to the extended school closure and therefore, experienced a lack of progress

On March 13, 2020, the Northern York County School District closed due to the COVID 19 pandemic. As a result of this closure, the district made the transition to a virtual platform to provide various activities and academic tasks to all students. Within our district, many families do not have access to an internet provider for a variety of reasons (Access, cost, etc.). The district collaboratively worked with our families through emails, surveys, and phone calls to identify those students with disabilities who were unable to connect to internet, didn't have access to a device, etc. The district purchased the necessary equipment and it prioritized these students when dispersing the materials. As the 2020-21 school year started, the district offered a virtual platform known as NOLA (Northern On-Line Academy) for all district students. Informational sessions describing and outlining the NOLA program/requirements was offered to all district families. Throughout the summer and early weeks of the 2020-2021 school year, district staff members and families began the enrollment process for students in all grade levels. This was a major shift in the district's original philosophy of not providing an online option to our elementary students. Students from all grade levels and across various disability categories enrolled in the NOLA program for the 2020-2021 school year. The district continues to work with families and students to ensure all students with disabilities have access to a Free and Appropriate Public Education (FAPE) no matter what instructional delivery model they select.

2. How will the LEA/Charter address the barriers to FAPE during remote instruction for students with complex needs(A) and/or students' with disabilities that evidence loss of skills/behaviors and/or failure to make progress(B).

A. Enhance synchronous instruction

- Training/support to school teams regarding best practices in synchronous instruction for

- students with complex needs
- Parent Information Session provided to parents.
- Determination and timeline for identification for implementation of plan(s)
- Identification of infrastructure enhancements
- Identification of remote services resources
- Identification of services delivery model
- Identification of staff necessary involved

In order to provide FAPE to all students and provide the same opportunities for our student population, we needed to enhance our technology infrastructure, add additional remote services across all grade levels, and adjust our virtual delivery model to include the elementary grade levels (K-5). The purchasing of hot spots, devices, and upgrading our infrastructure started during the closure and into the Summer of 2020. This enabled the district to address many of the initial barriers (Internet access, devices, technology basics, etc) that surfaced when providing remote instruction for students with complex needs and/or disabilities. The district determined early on throughout this process, that a focal point of implementation would be to maintain high standards and expectations with the hope that regression of skills would be minimal for those students with complex needs and/or students' with disabilities. Live streaming lessons, providing related services through teletherapy, and mirroring the curricular demands throughout the closure virtually addressed the barriers and provided our students an opportunity to maintain their skills/behaviors. As the district continued to plan for the 2020-2021 school year, it became obvious that a virtual elementary platform would be necessary due to the amount of families requesting an option other than face-to-face instruction. As a result, the district adopted and offered the NOLA program to all elementary students. NOLA will now allow students with complex needs and/or disabilities, at all grade levels, to access a curriculum that parallels the district's. Providing direct instruction , related services, etc. was still a possible barrier to ensure FAPE was offered. To address this need, the district will provide live -streamed lessons, teletherapy, and provide virtual face-to-face lessons on a weekly basis. Additional equipment, materials, and staffing is required to ensure all district students would have equal access to a virtual platform. There is an additional cost associated with the NOLA program so the district had to absorb these expenses so all students had equal access to FAPE no matter how complex their needs are. Through the use of NOLA, it has allowed the district to provide a remote delivery model that addresses the unique needs of our students with complex needs and/or disabilities and enables them to participate in a synchronous program during the 2020-2021 school year.

AND/OR

B. LEA Systemic Approach to Covid-19 Compensatory Services

- Training/support to school teams regarding the components of CCS (mandatory attendance at Grant Presentation)
- Engagement of Family/Caregivers/Parent Information Session provided to parents.
- Determination and timeline for identification for implementation of plan(s)
- Identification of services delivery model and systemic approach to provide CCS to students
- Identification of staff
- Data Collection
- Engagement of Educational/Agency Partners, as appropriate(Optional)

3. How does the LEA/Charter School intend to measure the effectiveness of the use of the grant allocation?

The Northern York County District will continue to offer the NOLA program throughout the 2020-2021 school year to all district students. In measuring the effectiveness of the program, the district wants to ensure FAPE is provided to those students with complex needs and/or disabilities for the duration of the school year and for those that elect an instructional model other than face-to-face. Full implementation of the student's IEP and continued progress monitoring will be analyzed periodically to ensure that the NOLA program is meeting the unique needs of those that the grant allocation will be utilized for. The grant allocation will be used to support the additional expenses of NOLA which in return will provide FAPE to every eligible student in our district.

Section: Narratives - Assurances

ASSURANCES

ASSURANCES

1. Assurance that all activities and expenditures of funds conducted in association with the program are in direct compliance with the provisions of the funding authorities.
2. Assurance that reporting requirements will be submitted in a timely manner. Such reporting includes but is not limited to:
 - a. Efficacy and outcome data as directed by the funder and
 - b. Summative report on specified activities and budget expenditures in a format to be provided by the grantor.
 - c. All grant reporting requirements.
3. Assurance that program staff will participate in all required PDE/PaTTAN training and technical assistance activities.

LEAs receiving GEERS funds will provide equitable services to students and teachers in nonpublic schools as required under 18005 of Division B of the CARES Act.

Yes

LEAs that receive more than \$150,000 in CARES Act funds will complete quarterly reports, including the following data: (LEAs receiving less than \$150,000 please select 'NO')

- The total amount of funds received, the amount spent or obligated for each project or activity,
- A detailed list of all projects or activities supported with CARES Act funds
 - including: Name
 - Description
 - Estimated number of jobs created or retained (where applicable)
- Detailed information on subcontracts and subgrantees, including FFATA data elements, as prescribed by OMB.

Yes

LEA will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID- 19.

Yes

The LEA will cooperate with any examination of records with respect to such funds by making records

available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

Yes

The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

Yes

LEA maintains inventory records, purchase orders and receipts for equipment (over \$5,000) purchased and Computing Devices and Special Purpose Equipment (\$300 - \$4,999) and will conduct a physical inventory every two year.

Yes

The LEA will comply with all reporting requirements, including those in Section 15011(b)(2) of Division B of the CARES Act, and submit required quarterly reports to the Secretary at such time and in such manner and containing such information as the Secretary may subsequently require. (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future, which may include: the methodology LEAs will use to provide services or assistance to students and staff in both public and nonpublic schools, the uses of funds by the LEAs or other entities and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.

Yes

Any LEA receiving funding under this program will have on file with the SEA a set of assurances that meets the requirements of section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e).

Yes

To the extent applicable, an LEA will include in its local application a description of how the LEA will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.

Yes

Section: Narratives - Allowable Usage of Funds

ALLOWABLE USAGE OF FUNDS

The following terms will apply:

- Equipment costs, clothing, gift cards, food and entertainment, and student salaries are not allowable expenses.
- General supplies must be purchased prior to September 30, 2021.
- Awarding of funds will be based on a needs-based formula to allocate funds to priority, highest need LEAs. Considerations for funding, include
 - Aid Ratio of entity
 - Students with Complex Needs Factor
 - Equitable Services Factor

FUND USAGE CATEGORIES

Please select categories from the list below in which your Agency/LEA will be using these funds.

- Books, Periodicals
- General Supplies
- Professional Development
- Resources
- Salaries
- Technology

Based on your selections above, please complete the table by identifying categories of usage, and providing a description of how your LEA will utilize the funds. (For the description there is a maximum of 1000 characters.)

*For consortium applications, please include a line for each applicable LEA/Usage combination

LEA Name	Allowable Usage of Funds	Description (1000 max characters)
Northern York County School District	Technology	The Northern York County School District will utilize an on-line program titled NOLA for grades K-12. NOLA allows equal access to a virtual platform for all of the district's students. Program/technology yearly costs per enrollment for each student are 1996.46. The allocated funds will be used to offset expenses for 11

LEA Name	Allowable Usage of Funds	Description (1000 max characters)
		students.

Section: Nonpublic Organizations - Nonpublic Equitable Services
NONPUBLIC EQUITABLE SERVICES

NONPUBLIC EQUITABLE SERVICES

An LEA receiving GEER Funding will provide equitable services to students and teachers in nonpublic schools as determined through timely and meaningful consultation with representatives of nonpublic schools.

Section 18005 of the CARES Act requires school districts that receive grants funded by the Governor's Emergency Education Relief Funds Grants (GEERF), provide equitable services in the same manner as provided under Section 1117 of ESEA, which means in the same manner as equitable services are provided in Title I, Part A.

The equitable services provided to nonpublic school students and teachers should be determined in consultation with nonpublic school representatives. School districts may provide services directly or may contract with a public or private entity after following the appropriate procurement procedures to deliver the services



CHECK HERE - If your funding for this program is \$26,710 or LESS. (Allocations under this amount are not funded by CARES Act dollars, and are exempt from Nonpublic Equitable Services requirements.) *If checked, mark this section complete at the bottom and proceed to the next section. *****



CHECK HERE - if your LEA does NOT provide equitable services to nonpublic students and teachers as described in CARES Act Program. *LEAs should only check this box if they had NO participating low-income nonpublic students reported in the 2019-20 Title I program. **If checked, mark this section complete at the bottom and proceed to the next section.***

The LEA will ensure that a public agency will maintain control of funds for the services and assistance provided to a nonpublic school under the GEERS Fund.

The LEA will maintain control of materials, equipment, and property purchased with GEERS funds.

The LEA will ensure that services to a nonpublic school with GEERS funds will be provided by a public agency directly, or through contract with, another public or private entity.

NONPUBLIC EQUITABLE SHARE

In the original guidance set forth in July of 2020 Interim Final Rule (IFR) by USDE, districts were given two options when calculating the Nonpublic Equitable Share. Option 1 equitable services is based on Title I, Part A low-income participating numbers. Option 2 was based on the total enrollment of all participating nonpublic schools in the district, compared to the total enrollment in both public and participating nonpublic schools in the district, regardless of the student's poverty level.

Based on the September 4, 2020 outcome of *NAACP v. DeVos*, the U.S. District Court for the District of Columbia issued an order vacating the Interim Final Rule. Accordingly, the IFR is no longer in effect. Equitable services calculations are based on the 2018-19 enrollment of low-income students of nonpublic schools that participated in 2019-20 Title I, Part A programming. Option 2 is no longer in effect and LEAs are not expected to calculate the difference and hold that amount in reserve.

PDE has posted a document "Guidance on Calculating and Administering Equitable Shares Reservations" that was updated September of 2020 to reflect USDE Interim Final Rule on the CARES Act section of the website. The full FAQ can be found by following this Link to Equitable Service FAQs.

EQUITABLE SHARE CALCULATION (Option 1)

Determine your LEA's 'Nonpublic Per Pupil Amount' in the chart below by entering data for your LEA. Then, enter the total number of low-income students enrolled in public schools, followed by the total number of low-income students enrolled in all nonpublic schools, who wish to participate in the GEERS CARES Act program.

Agency/LEA Name	Allocation	Total Low Income Public Students	Total Low Income Nonpublic Students	Nonpublic Administration Costs	Nonpublic Equitable Share	Nonpublic Per Pupil Amount

EQUITABLE SHARE CALCULATION (Option 2)

Based on the order vacating the Interim Final Rule, Option 2 is no longer in effect and LEAs ARE NOT expected to calculate the difference and hold that amount in reserve.

******DO NOT COMPLETE******

Agency/LEA Name	Allocation	Total Enrolled Public Students	Total Enrolled Nonpublic Students	Total Administration Costs (Public + Nonpublic)	Nonpublic Equitable Share	Nonpublic Per Pupil Amount

GEERS FUNDS AFFIRMATION OF CONSULTATION FORM

Please upload your GEERS Affirmation of Consultation signed electronically* by the LEA and Nonpublic

Officials

Nonpublic Institutions

There are no Nonpublic Institutions

Section: Budget - Public Instruction Expenditures

BUDGET OVERVIEW

Budget
 \$21,961.00
Allocation
 \$21,961.00

Budget Over(Under) Allocation
 \$0.00

PUBLIC INSTRUCTION EXPENDITURES

Please complete the budget below including Public expenditures ONLY.

Function	Object	Amount	Description
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	300 - Purchased Professional and Technical Services	\$21,961.00	11 Student Enrollments in NOLA at 1996.46 each.
		\$21,961.00	

Section: Budget - Nonpublic Instruction Expenditures

BUDGET OVERVIEW

Budget
 \$21,961.00
Allocation
 \$21,961.00

Budget Over(Under) Allocation
 \$0.00

NONPUBLIC INSTRUCTION EXPENDITURES

Please complete the budget below including Nonpublic expenditures ONLY.

Function	Object	Amount	Description
		\$	
		\$0.00	

Section: Budget - Public Support and Non-Instructional Expenditures

BUDGET OVERVIEW

Budget
 \$21,961.00
Allocation
 \$21,961.00

Budget Over(Under) Allocation
 \$0.00

PUBLIC SUPPORT AND NON-INSTRUCTIONAL EXPENDITURES

Please complete the budget below including Public expenditures ONLY.

Function	Object	Amount	Description
		\$	
		\$0.00	

Section: Budget - Nonpublic Support and Non-Instructional Expenditures

BUDGET OVERVIEW

Budget
 \$21,961.00
Allocation
 \$21,961.00

Budget Over(Under) Allocation
 \$0.00

NONPUBLIC SUPPORT AND NON-INSTRUCTIONAL EXPENDITURES

Please complete the budget below including Nonpublic Equitable Services expenditures ONLY.

Function	Object	Amount	Description
		\$	
		\$0.00	

Section: Budget - Budget Summary

BUDGET OVERVIEW

Budget
 \$21,961.00
Allocation
 \$21,961.00

Budget Over(Under) Allocation
 \$0.00

BUDGET SUMMARY

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
1000 Instruction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1100 REGULAR PROGRAMS – ELEMENTARY / SECONDARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1200 SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	\$0.00	\$0.00	\$21,961.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,961.00
1300 Vocational Education	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1400 Other Instructional Programs – Elementary / Secondary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1500 * NONPUBLIC SCHOOL PROGRAMS (For IU and school district use only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
1600 * ADULT EDUCATION PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1700 Higher Education Programs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1800 Pre-K	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2100 SUPPORT SERVICES – STUDENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2200 Staff Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2300 SUPPORT SERVICES – ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2400 Health Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500 Business Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2600 Operation and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2700 Student Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2800 Central Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON- INSTRUCTIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
SERVICES								
3100 Food Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3200 Student Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$21,961.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,961.00
Approved Indirect Cost/Operational Rate: 0.0000								\$0.00
Final								\$21,961.00

Payment Terms, Responsibilities and Contact Information

1. PROJECT OFFICER: The person designated to act for the Department in managing this contract is:

Delmar Hart
Email Address: dehart@pa.gov
Phone number: 717-772-1114

2. TERMS OF PAYMENT:

- a. All grants are placed on a system of scheduled payments to provide operating funds during the period of the Agreement. Monthly payments are determined by dividing the approved amount by the number of months during the term of the Agreement. Payments will be initiated by the Comptroller's Office after arrival of each fully executed Agreement.
- b. The Grantee shall implement a cash management system that will ensure that only the minimum amount of cash required to effectively operate the program is requested and/or kept on hand. Failure to implement and maintain such a system can result in the Grantee being suspended until an adequate cash management system has been implemented.
- c. During the life of this Agreement, unless otherwise provided in Program Guidelines, the Grantee shall submit the following financial reports to the Comptroller's Office or the Department:
 1. Reconciliation of Cash on Hand Quarterly Report PDE Form No. 2030, and
 2. Final Expenditure Report.
- d. The Grantee will conform to all policies and guidelines cited in the Department's individual program Policies and Procedures and/or instructions associated with the Reconciliation of Cash on Hand Quarterly Report, and Final Expenditure Report concerning the financial reports described in Paragraph 2(c), above.
- e. The Department reserves the right to disapprove any expenditures by the Grantee that are not in accordance with this Agreement.

3. FUNDING LEVEL

- a. **THE TOTAL COST TO THE DEPARTMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

- b. **FUNDING INCREASE** – If the Department determines that additional Federal or State program funds are available for use under this Agreement, the Department may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 4 (“Funding Adjustments”).
- c. **FUNDING DECREASE** – The Department reserves the right, at its sole discretion, to reduce the total cost

of this Agreement when:

1. During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; or
2. The Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Department after Execution of this Agreement hereunder; or
3. The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 4 ("Funding Adjustments").

- d. **UNEXPENDED FUNDS** – The Grantee understands and agrees that unexpended funds that are subject to the Tydings Amendment (20 U.S.C. §1225) may be carried over into the school year following the term of this Agreement. Regarding funds that are not subject to Tydings and remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the program or project's ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.
- e. **WITHHOLDING OF FUNDING** – Without limitation of any other remedies to which it is entitled hereunder or at law, the Department shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, for any of the following reasons, without limitation:
 1. failure of the Grantee to fulfill in a timely and proper manner its obligations hereunder;
 2. violation of laws, regulations or policies applicable to the grant or to the implementation of the program or project funded under this Grant Agreement; and
 3. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement.

4. FUNDING ADJUSTMENTS

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase:**

1. The Department shall notify the Grantee in writing of any funding increases under this Agreement.
2. Upon receipt of this notice the Grantee shall revise and submit to the Department a revised Program Summary Budget and if necessary, any revised pages of the Narrative that shall reflect the increase of funds.
3. Funding increases will take effect upon Department's receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease:**

1. The Department shall notify the Grantee in writing of any funding decreases.
2. Funding decreases will be effective upon receipt by the Grantee of the Department's funding decrease notice.

3. Funding decrease notices shall be incorporated in and made part of this Agreement.

c. Transfer of funds among cost categories and/or object codes:

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.